

*Pardo Y, J*

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

GERALD MARGOLIS, Individually and  
On Behalf of All Others Similarly Situated,

Plaintiff,

v.

FLY LEASING LIMITED, COLM  
BARRINGTON, and GARY DALES,

Defendants.

No. 1:16-cv-02220-WHP

ECF Case

**STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO  
FED. R. CIV. P. 41(a)(1)(A)(ii)**

The parties hereby stipulate to the dismissal of this action with prejudice as to the undersigned plaintiff, and without prejudice to the rest of the purported class, as to Defendants Fly Leasing Limited ("Fly Leasing"), Colm Barrington, and Gary Dales (collectively, "Defendants") pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and as grounds therefor state as follows:

WHEREAS, on July 20, 2016, Francis Crespo was appointed as Lead Plaintiff and the law firm of Levi & Korsinsky LLP was appointed as Lead Counsel for this action;

WHEREAS, Defendants deny that they engaged in any wrongful acts or are liable on any of the claims in this action;

WHEREAS, Fly Leasing is the only Defendant to have appeared in this action;

WHEREAS, this action has not been certified as a class action; and

WHEREAS, in consideration of the covenants and agreements contained in this Stipulation, the undersigned parties hereby stipulate and agree as follows:

1. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this action be dismissed with prejudice as to the undersigned plaintiff as to all Defendants, with each side to bear its own attorneys' fees and costs incurred in connection with this action, and this action will be dismissed without prejudice as to other members of the purported class;

2. The undersigned parties mutually agree not to seek or assert any claim against the other(s) for fees, expenses, costs, sanctions (including any claim under Fed. R. Civ. P. 11) and/or any other claim that the action was brought or defended in bad faith or without a reasonable basis;

3. This Stipulation constitutes the entire and complete agreement between the undersigned parties, the terms and conditions contained herein are contractual and not a mere recital, and such terms and conditions shall not be amended, supplemented or abrogated other than by a written instrument signed by each affected party hereto, or by the authorized representative of each party; and

4. This Stipulation shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared this Stipulation, and any uncertainty or ambiguity

shall not on the ground of authorship be interpreted against any one party.

THEREFORE, it is hereby stipulated and agreed by all undersigned parties that this action be dismissed with prejudice as to the undersigned plaintiff and without prejudice to the rest of the purported class, as to all Defendants pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

Dated: September 21, 2016

Respectfully submitted,

JONES DAY

LEVI & KORSINSKY LLP

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*Attorneys for Lead Plaintiff Francis Crespo*

SO ORDERED:

  
WILLIAM H. PAULEY III  
U.S.D.J.

10/7/16